

## SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING

N/A

PAGE OF

1

PAGES

76

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

DOL101RP20228

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)☒ NEGOTIATED (RFP)

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY

CODE

ETA

U.S. Department of Labor, ETA/OGCM  
Division of Contract Services  
200 Constitution Avenue, NW  
Room N-4655  
Washington DC 20210

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

## SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ See Section L.4 \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (Hour) \_\_\_\_\_ local time \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

Marsha Daniels

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

202

NUMBER

693-3504

EXT.

C. E-MAIL ADDRESS

daniels.marsha@dol.gov

## 11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME AND  
ADDRESS  
OF OFFEROR

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

15B. TELEPHONE NUMBER

AREA CODE

NUMBER

EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM  
ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(a) ( )☐ 41 U.S.C. 253(c) ( )23. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

ETA Division of Administrative Services  
200 Constitution Ave, NW  
Washington DC 20210

25. PAYMENT WILL BE MADE BY

CODE

ETA

ETA Division of Administrative Services  
200 Constitution Ave, NW  
Washington DC 20210

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

## **A.1 PUBLICATION DISCLOSURE**

This action has been identified as being funded under the American Recovery and Reinvestment Act, PL. (February 17, 2009) (ARRA). For each such government contract, DOL is required to post certain details of the contract on DOL's website, which is linked to Recovery.gov via the award number. For contracts over \$500,000.00, DOL is also required to post a summary of the contract.

## Table of Contents

<b>PART I - THE SCHEDULE .....</b>	<b>A-1</b>
<b>SECTION A - SOLICITATION/CONTRACT FORM .....</b>	<b>A-1</b>
SF 33 SOLICITATION, OFFER AND AWARD .....	A-1
A.1 PUBLICATION DISCLOSURE .....	A-1
<b>PART I - THE SCHEDULE .....</b>	<b>B-1</b>
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS .....</b>	<b>B-1</b>
B.1 GENERAL .....	B1
B.2 LABOR RATE SCHEDULE .....	B-2
B.3 PRE-PROPOSAL CONFERENCE .....	B-4
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK .....</b>	<b>C-1</b>
C.1 PURPOSE .....	C-1
C.2 BACKGROUND .....	C.1
C.3 PURPOSE/GOALS FOR THE CONTRACTOR UNDER THIS CONTRACT .....	C.2
C.4 TASKS .....	C-3
<b>SECTION D - PACKAGING AND MARKING .....</b>	<b>D-1</b>
[For this Solicitation, there are NO clauses in this Section] .....	D-1
<b>SECTION E - INSPECTION AND ACCEPTANCE .....</b>	<b>E-1</b>
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	E-1
<b>SECTION F - DELIVERIES OR PERFORMANCE .....</b>	<b>F-1</b>
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	F-1
F.2 PERIOD OF PERFORMANCE .....	F-1
F.3 PLACE OF PERFORMANCE .....	F-1
F.4 DELIVERABLES .....	F-1
F.5 PUBLICATION OF DELIVERABLES .....	F-1
F.6 DISPOSITION OF MATERIAL .....	F-1
<b>SECTION G - CONTRACT ADMINISTRATION DATA .....</b>	<b>G-1</b>
G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) .....	G-1
G.2 SUBMISSION OF INVOICES .....	G-1
G.3 CONTRACT NUMBER IDENTIFICATION .....	G-2
G.4 SUBMISSION OF CORRESPONDENCE .....	G-2
G.5 NEWS RELEASES .....	G-3
G.6 PAYMENT OF ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRY .....	G-3
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>H-1</b>
H.1 TYPE OF CONTRACT .....	H-1
H.2 STANDARDS OF CONDUCT AND RESTRICTIONS .....	H-1
H.3 TRAVEL AND PER DIEM .....	H-1
H.4 USE OF AND PAYMENT TO CONSULTANTS .....	H-2
H.5 ACCOUNTING AND AUDITING SERVICES .....	H-2
H.6 LABOR CATEGORIES - DESCRIPTION AND QUALIFICATIONS .....	H-3

H.7 OTHER CONTRACTORS.....	H-6
H.8 RIGHTS IN DATA – SPECIAL WORKS.....	H-6
H.9 OMB VLEARANCE OF RECORD COLLECTIONS .....	H-7
H.10 DISCLOSURE OF CONFIDENTIAL INFORMATION .....	H-7
H.11 FEDERAL REPORTS.....	H-7
H.12 ELIMINATION OF SEXIST LANGUAGE AND ART WORK .....	H-8
H.13 RESTRICTION OF USE OF DOL FUNDS FOR LOBBYING.....	H-9
H.14 PUBLICATION JOF MATERIALS .....	H-9
H.15 TECHNICAL DIRECTION.....	H-9
H.16 SEGREGATION OF COSTS.....	H-10
H.17 TASK ORDERS .....	H-11
H.18 NONPERSONAL SERVICES.....	H-11
H.19 PLACEMENT OF ORDERS .....	H-12
H.20 MINIMUM/MAXIMUM ORDER AMOUNT .....	H-12
H.21 ORGANIZATIONAL CONFLICT OF INTEREST .....	H-12

**PART II - CONTRACT CLAUSES.....I-2**

**SECTION I - CONTRACT CLAUSES .....I-2**

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	I-1
I-2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES I .....	I-3
I.3 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009).....	I-5
I.4 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (MAR 2009).....	I-5
I.5 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002).....	I-8
I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	I-12
I.7 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006).....	I-12
I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	I-13

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ..... J-1**

**SECTION J - LIST OF ATTACHMENTS..... J-1**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS ..... K-1**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..... K-1**

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009) .....	K-1
---	-----

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....L-1**

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE .....	L-1
L.2 52.216-1 TYPE OF CONTRACT (APR 1984) .....	L-1
L.3 52.233-2 SERVICE OF PROTEST (SEP 2006).....	L-1
L.4 INSTRUCTIONS TO THE OFFERORS.....	L-2
L.5 PROPOSAL SUBMISSION DEADLINE.....	L-4
L.6 LATE SUBMISSION, MODIFICATION AND WITHDRAWAL OF OFFERS.....	L-5
L.7 REQUEST FOR CLARIFICATION .....	L-5
L.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE .....	L-5

<b>SECTION M - EVALUATION FACTORS FOR AWARD .....</b>	<b>M-1</b>
M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE .....	M-1
M.2 METHOD OF AWARD .....	M-1
M.3 EVALUATION CRITERIA .....	M-1
M.4 BASIS FOR AWARD .....	M-2

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 GENERAL**

This is an Indefinite Quantity/Indefinite Delivery Contract, under which time and materials and firm fixed price task orders may be placed. For time and materials type task orders, payment to the contractor for the work performed and accepted by the Government shall be solely at the rates set forth in Section B.2.

Solicitation/Contract Title: "YouthBuild Technical Assistance"

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to provide YouthBuild grantees with technical assistance that will improve program performance and program outcomes for participants in DOL funded YouthBuild programs in the following areas: placement in employment or education; attainment of a degree or certificate; literacy and numeracy gains; retention in employment and education; and reduction in recidivism rates.

The period of performance for this contract is twelve (12) months from the date of contract execution plus four, 1-year options at the discretion of the Government.

This solicitation is unrestricted. However, pursuant to Public Law 109-281, the YouthBuild Transfer Act, only national non-profit organizations can be considered for award under this procurement. The North American Industry Classification System (NAICS) Code is 541611, with a \$7.0 million size standard.

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

**B.2 LABOR RATE SCHEDULE**

The contractor shall provide the necessary personnel with at least the minimum qualifications identified in **Section H.7** of this contract.

Base Year:

Period of Performance TBD

Labor Category	Labor Rate
Project Director	
Assistant Project Director	
Knowledge Manager	
Electronic Resource Coordinator	
Administrative Support	
Logistics Coordinator	
Coaching Coordinator	
Helpdesk Project Director	
Help Desk Specialist	

Option Year One

Period of Performance TBD

Labor Category	Labor Rate
Project Director	
Assistant Project Director	
Knowledge Manager	
Electronic Resource Coordinator	
Administrative Support	
Logistics Coordinator	

Coaching Coordinator	
Helpdesk Project Director	
Help Desk Specialist	

Option Year Two  
Period of Performance TBD

Labor Category	Labor Rate
Project Director	
Assistant Project Director	
Knowledge Manager	
Electronic Resource Coordinator	
Administrative Support	
Logistics Coordinator	
Coaching Coordinator	
Helpdesk Project Director	
Help Desk Specialist	

Option Year Three  
Period of Performance TBD

Labor Category	Labor Rate
Project Director	
Assistant Project Director	
Knowledge Manager	
Electronic Resource Coordinator	



Administrative Support	
Logistics Coordinator	
Coaching Coordinator	
Helpdesk Project Director	
Help Desk Specialist	

Option Year Four  
Period of Performance TBD

Labor Category	Labor Rate
Project Director	
Assistant Project Director	
Knowledge Manager	
Electronic Resource Coordinator	
Administrative Support	
Logistics Coordinator	
Coaching Coordinator	
Helpdesk Project Director	
Help Desk Specialist	

### B.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 4, 2010 at 2:00 pm Eastern Standard Time in the Frances Perkins Building, 200 Constitution Avenue, NW, Washington, D.C. 20210. For those who can not attend in person, a teleconference line will be open. All prospective applicants who wish to attend this conference, either in person or by teleconference must register with the Contract Specialist, Marsha Daniels. Please register by e-mailing Marsha Daniels ([daniels.marsha@dol.gov](mailto:daniels.marsha@dol.gov)) the name of your organization and the names of the individuals who will be attending, as well as an indication of whether or not the individuals will attend in person or via teleconference. Registration for the pre-proposal conference must be completed by January 29, 2010. Individuals

attending by teleconference will be e-mailed the teleconference number. For those who have already submitted an e-mail regarding their interest in the pre-proposal conference, please submit another e-mail confirming your participation and indicate whether it will be in person or by phone. In addition, please indicate the names of the individuals from your organization who will attend

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 PURPOSE**

The U.S. Department of Labor's Employment and Training Administration (ETA) is soliciting proposals to assist ETA in providing technical assistance in support of its YouthBuild programs.

**C.2 BACKGROUND**

YouthBuild is a youth workforce development program that helps disadvantaged youth gain high school credentials and skill training that leads to employment. YouthBuild provides job training and educational opportunities for at-risk, and out-of-school youth ages 16 through 24 while constructing or rehabilitating affordable housing for low-income or homeless families in poor communities. While enrolled in a YouthBuild program, participants split their time between a construction site and a classroom, where they earn their GED or high school diploma, learn to be community leaders, and prepare for college and other postsecondary training opportunities.

The YouthBuild program was transferred from the Department of Housing and Urban Development (HUD) to the Department of Labor (DOL) in September 2006. The Employment and Training Administration (ETA) began administration of the YouthBuild program beginning in FY 2007. DOL has administered one full cycle of the YouthBuild program (two years of program operation) since its transfer and has recently completed its second competition. This competition, which utilized both American Recovery and Reinvestment Act of 2009 (ARRA) funds of \$50 million as well as the 2009 appropriation funds of \$70 million resulted in an increase in the number of YouthBuild programs supported by DOL and the number of disadvantaged youth served.

Both Regional and National Office staff handle the Department's administration of the program. In the National Office, liaisons to each of the regions are assigned to work with Regional Federal Project Officers to provide grant oversight and responds to questions and problems of the YouthBuild grantees. Regional YouthBuild Federal Project Officers are a critical component of the Department's overall coordination of technical assistance and program compliance and guidance.

The contractor may be expected to provide technical assistance to approximately 200 grantees during the first 12 months of the contract. The contractor may be expected to provide technical assistance to greater than 200 grantees during the four contract option years.

**C.3 PURPOSE/GOALS for the Contractor under this Contract**

The purpose of the YouthBuild Technical Assistance contract is to support ETA in the provision of services that will improve program performance and program outcomes for participants in DOL funded YouthBuild programs in the areas of:

- Placement in employment or education
- Attainment of a degree or certificate
- Literacy and numeracy gains
- Retention in employment and education
- Reduction in recidivism rates

The technical assistance will assist YouthBuild grantees to improve academic offerings, provide industry-recognized construction skill training, introduce YouthBuild staff and participants to high-growth, high-wage industries, and make stronger connections with other system partners to prepare our nation's most vulnerable youth for productive lives.

The overall goals for the technical assistance strategy are to assist YouthBuild sites to:

- Improve academic programs including professional development for teaching staff and GED curricula
- Improve literacy/numeracy outcomes
- Increase post-secondary exploration, planning, and placement
- Integrate nationally recognized energy efficiency and renewable energy training into existing construction training programs
- Improve connections to registered apprenticeship programs
- Improve connections to business partners, both nationally and at the local level
- Improve connections to the One-Stop Career Center system
- Improve connections with community colleges
- Improve and ensure occupational safety at YouthBuild work sites
- Use data to manage programs
- Strengthen partnerships with other government agencies that serve the neediest youth including the juvenile justice system, the foster care system, etc.

The contractor is required to represent the mission, goals, and perspective of the DOL unequivocally in all dealings with the grantees.

A certain portion of this contract may cover emerging projects and pilot programs designed to test new YouthBuild practices and approaches that may come up over the life of the contract (e.g. greening YouthBuild programs). These projects or pilot programs may involve partnerships with other organizations that are able to bring particular

expertise and/or knowledge to improve YouthBuild programming. The contractor may also be required to support specific initiatives (e.g., the Apprenticeship Pilot program, green construction, new leaders' academy, etc.) and provide technical assistance staffing that support those initiatives.

Under this contract, it is anticipated that the vendor may be called upon to do the following types of tasks:

#### **C.4 TASKS**

##### **Work Area 1: Coaching Support**

DOL may utilize a “coaching” strategy to deliver targeted technical assistance to individual YouthBuild programs. This coaching strategy may employ a group of youth development content experts, each of whom is assigned responsibility for and as prime contact to a specific group of grantees (no more than 10).

In implementing a coaching strategy, the contractor may be required to develop a plan to coordinate a group of technical assistance coaches to provide on- and off-site technical assistance to grantees. The contractor may be responsible for providing coaches who possess knowledge of key YouthBuild programmatic areas including education, occupational skill training, post-program placement, and youth development. In addition to having expertise in these “content” areas, the contractor may be required to provide coaches who have experience working with at-risk youth and youth workforce development.

The contractor may also be required to supply coaches who have experience in working with organizations on executive leadership and organizational capacity. This area of the technical assistance focuses on improving the organizational capacity of YouthBuild grantees by: addressing the knowledge, skills and abilities of leadership and staff, developing and sustaining partnerships that support the successful implementation of the program and strong performance outcomes that are required by the YouthBuild legislation. These performance outcomes include: (1) placement, (2) education and employment; (3) diversification of financing, including leveraging private sources, (4) strong financial management systems, (5) effective data collection systems, and (6) strategies for continuous improvement.

## Work Area 2: Logistical Support

The contractor may also be required to provide logistical support, which may involve the following requirements:

- Hotel or conference facility identification and arrangements;
- Coordinating audio-visual arrangements;
- On-line electronic registration that is electronically linked to the DOL YouthBuild Community of Practice<sup>1</sup> and the DOL YouthBuild database, (see screen shot of database in Section J, Attachment J.4);
- Marketing and outreach to DOL YouthBuild grantees for participation in training events;
- Production of all related conference materials including signage, nametags, binders, etc.;
- Design, layout, and coordinate distribution of all printed material;
- Securing computer lab space for Management Information System (MIS) Trainings, when necessary
- Supporting DOL national and regional staff in the development of the schedule, and coordinating and identifying speakers for Webinars using DOL's existing infrastructure, Workforce<sup>3</sup>One (Workforce<sup>3</sup>One is located at [www.workforce3one.gov](http://www.workforce3one.gov) and includes archived YouthBuild webinars).
- Supporting DOL national and regional staff in the development of agendas, content, and the identification of and support for content providers.

Logistical support may be needed for the following types of events to be provided in coordination with DOL and National Regional staff:

- ***National Learning Exchanges:*** The national learning exchange conferences may be conferences featuring in-depth courses (learning tracks) on the main program components of the YouthBuild model: Education, Occupational Skill Training and Leadership Development. Learning exchanges may be expected to provide differentiated learning tracks or other accommodations based on the level of experience and maturity of grantees. Modifications to these in-depth courses for new grantees and mature YouthBuild program operators will be necessary to accommodate various levels of experience. In addition, learning exchanges may offer shorter sessions that provide participants with information on new and emerging topics such as green building or topics that are cross-cutting topics for YouthBuild grantee staff members regardless of their position within the organization. For example, a short session on job development may be available for YouthBuild staff who are not directly involved in job placement but who are often called upon to provide informal guidance during daily interactions to youth. Site visits to nearby YouthBuild sites may also be provided and traditionally adds 1 day to the length of the conference.

C-4

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<sup>1</sup> To view the YouthBuild Community of Practice please go to: <http://login.icohere.com/login>

The login ID is: dolyouthbuild; The password is: password

We ask that you use this information to view the site but ask that you do not post anything to the Community of Practice.

- ***Regional Peer-to-Peer (P2P) gatherings:*** P2Ps are small meetings (mini-conferences) that address one or several topical areas designed for a small group. These gatherings should be interactive and provide tools that participants can use in their daily work.
- ***New Grantee Orientations:*** New Grantee Orientations (NGO) may be provided for each round of grant awardees and are for existing YouthBuild programs that are newly funded by DOL and grantees that have never run a YouthBuild program. These orientations may cover financial administration of the grant under DOL, the YouthBuild Case Management and Performance system, and general program requirements. These orientations may target Project Directors, Management Information Staff (MIS staff, and staff responsible for the financial management of the programs).
- ***MIS Trainings:*** The MIS trainings may be intensive hands-on trainings in a computer lab for YouthBuild staff on the use of the Web-Based case management and performance system. They may be in various locations around the country. These intensive trainings may be focused toward training those staff with primary responsibility for data management and reporting.
- ***Learning Community Gatherings:*** See Work Area 4 for a description of the Learning Communities. There may be approximately two gatherings annually for grantees that are part of a Learning Communities. These meetings may be combined with each group meeting separately at the same location.

### Work Area 3: Electronic Support

DOL currently utilizes webinars and a web-based Community of Practice as part of its overall technical assistance delivery strategy. In addition, DOL utilizes a database to manage all grant information. This section describes possible responsibilities for the support and maintenance of these tools.

- ***Webinars:*** YouthBuild webinars may be held to provide information to grantees on various components of the YouthBuild program, improve program performance, or on various youth development topics. The infrastructure for webinars is provided through DOL. The contractor will not be responsible for the technical production of webinars but may be responsible for developing content and materials (i.e., Power Points) and for identifying presenters for the webinars.

**YouthBuild Community of Practice:** DOL utilizes an electronic Community of Practice (CoP)<sup>2</sup> that is designed to meet the needs of both DOL and the YouthBuild grantee community. The CoP utilizes Microsoft SQL Server for its database and is coded primarily in Adobe Cold Fusion. The contractor may be required to maintain the CoP, using the current infrastructure/platform and ensure continuity of service. In addition, the contractor may be responsible for the day-to-day management, maintenance, and required enhancements for the CoP. Please note that the CoP may also be used by YouthBuild grantees funded by the Department of Housing and Urban Development (HUD).

- **YouthBuild Database:** DOL utilizes a database to track grantee contacts, Federal Project Officers (FPO) assignments, award amounts and other information necessary for the day-to-day management by DOL of the YouthBuild program. The YouthBuild database utilizes the Microsoft ACCESS platform. The contractor may be required to maintain the database using the current infrastructure/platform and also ensure the continuity of service, from the current YouthBuild contract(s) to this contract. In addition, the contractor may be responsible for the day-to-day management, maintenance, and required enhancements for the database. (Screen shots of the YouthBuild database is located in Section J, Attachment J.4)
- **Electronic Manuals:** The contractor may be required to develop manuals for use on the YouthBuild COP that cover the components of YouthBuild as well as special topic areas, such as green building. These manuals should be highly interactive and feature hyperlinks, videos, pictures and may be required to appeal to a variety of learning styles, such as visual and auditory. DOL anticipates that at least two manuals will be produced during the first year of the contract.

#### Work Area 4: Content Development and Learning Communities

**Content Development:** The contractor may be required to participate in Content Groups, along with members of the ETA's YouthBuild staff. In addition, the contractor may be required to provide coordination for the Content Group, which may include, but is not limited to, setting up meetings. The Content Groups parallel the topic folders on the CoP and typically include academics, organizational capacity building (which involves partnerships, sustainability, and executive leadership), youth leadership development, case management, career development, data management, and special areas such as green jobs. The contractor may be responsible, as one of the Content Group members, for continually updating and expanding their knowledge on each topic, reviewing literature, developing content for trainings, posting information to the CoP, and

C-6

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<sup>2</sup> To view the YouthBuild Community of Practice please go to: <http://login.icohere.com/login>

The login ID is: dolyouthbuild; The password is: password

We ask that you use this information to view the site but ask that you do not post anything to the Community of Practice.



responding to questions and participating in discussions, blogs, etc. on the CoP. The contractor may be responsible; as one of the Content Group members, for taking part in developing webinars.

***Learning Communities:*** As part of this contract, the contractor may be asked to create Learning Communities organized around particular YouthBuild program components annually. The Learning Communities model provides intensive technical assistance over a specified time period to a small group of grantees. The contractor may be required to organize and coordinate the overall structure of the Learning Communities and the various technical assistance vehicles that could be utilized. The topics will be selected by the ETA's YouthBuild staff based on performance outcomes of the grantees.

### **Work Area 5: MIS Helpdesk Support**

DOL has created a Web-based case management and performance reporting system, which all DOL YouthBuild grantees are required to use. Under this work area, the contractor may be tasked with providing training and support to individual grantees in the use of the YouthBuild MIS system and advising DOL on additional system enhancements.<sup>3</sup>

The specific tasks which may be provided by the contractor under the MIS Helpdesk Support work area may include, but are not limited to, the following:

1. Delivery of technical assistance to YouthBuild grantees, to build staff knowledge in data management including providing grantee training and 'helpdesk' support.
2. Development of effective practices for using MIS data to improve the YouthBuild program.
3. Ongoing recommendations for enhancing and improving the YouthBuild MIS system.
4. Testing of enhancements and troubleshooting programming errors.

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<sup>3</sup> To access the YouthBuild Management Information System (MIS) please go to:

[www.testetareports.doleta.gov](http://www.testetareports.doleta.gov); password: ybpassword9

This is a test site and will allow you to enter test data and view the overall system.

**SECTION D - PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I (APR 1984)	

**F. 2. PERIOD OF PERFORMANCE**

The period of performance will be twelve (12) months from the date of contract award, plus four, 1-year option periods at the Government's discretion.

**F.3 PLACE OF PERFORMANCE**

Place of Performance will be determined on a task order by task order basis.

**F. 4 DELIVERABLES**

Deliverables will be determined on a task order by task order basis.

**F.5 PUBLICATION OF MATERIALS**

The contractor may not publish any works prepared under this Contract without prior written approval of the Contracting Officer. However, if the contractor has requested such approval but has not received a response from the Contracting Officer within nine months after final submission of the report to the Department of Labor, then the Contractor may publish their findings with the disclaimer included below. A final submission is a document that addresses or remedies all internal or ETA-initiated peer review recommendations or comments. Further, in any publication, the contractor shall acknowledge the support of the Department of Labor with the following statement:

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment and Training Administration under contract number [insert number]. The contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial projects, or organizations imply endorsement of same by the U.S. Government."

**F.6 DISPOSITION OF MATERIAL**

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as

specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAY 2004)**

(a) (To be provided at the time of each task order's award) of US Department of Labor, Employment & Training Administration is hereby designated to act as contracting officer's technical representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does **NOT** have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the Contracting Officer must issue such changes.

**G.2 SUBMISSION OF INVOICES****G.2.1. Designated Billing Office:**

The Contractor shall submit all invoices, with the contract number to:

ETA's PAYMENT Office

Task Order Number: \_\_\_\_\_

U.S. Department of Labor

200 Constitution Avenue, NW

Room N-4702

Washington, D.C. 20210-0001

**G.2.2. Supplemental Invoicing Requirements – Firm Fixed Price type Task Orders**

In addition to the item required in the Section I clause FAR 52.232-25A, a proper invoice must also include the following minimum additional information and/or attached documentation:

- (1) Separate and distinct invoice number;
- (2) Total charges for the billing period;
- (3) All dates upon which services were rendered;
- (4) Cumulative amount invoiced through the billing period; and
- (5) A statement signed by the responsible official of the concern substantially similar if not identical to the following:

I certify that the services identified in this invoice have been performed in accordance with the contract and those costs are true, correct, and have not been previously billed.

---

Contractor's Name and Signature

#### G.2.3. Supplemental Invoicing Requirements – Time and Materials type Task Orders

In addition to the item required in the Section I clause FAR 52.232-25A, a proper invoice must also include the following minimum additional information and/or attached documentation:

- (1) Separate and distinct invoice number;
- (2) Total charges for the billing period;
- (3) Name and hours of effort expended by each individual during the billing period;
- (4) Receipts to support all invoiced direct costs;
- (4) All dates upon which services were rendered;
- (5) Cumulative expenditures through the billing period; and
- (6) A statement signed by the responsible official of the concern substantially similar if not identical to the following:

I certify that the services identified in this invoice have been performed in accordance with the contract and those personnel, labor hours, and/or other costs are true, correct, and have not been previously billed.

---

Contractor's Name and Signature

#### G.2.4. Interest on Overdue Payments

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

#### G.2.5 Invoicing

The contractor shall bill the Government in arrears for work performed under the contract at intervals of no more than once every month. Invoices shall be submitted to the payment office.

### G.3 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

### G.4 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the ETA, Division of Contract Services, to the attention of the Contract Specialist.

## G.5 NEWS RELEASES

News releases pertaining to this contract shall not be made by the Contractor without prior written approval of the Contracting Officer or his/her designee. A minimum of 48 hours notice is required to respond to the Contractor's request for approval to release contract-related information to the news media. The Contractor's request shall contain a copy of the specific information that the Contractor is requesting approval to release and a description of the form of release intended.

## G.6 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRY (52.232-33) (OCT 2003)

### (a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

### (e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction



released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 TYPE OF CONTRACT

The Government anticipates awarding an Indefinite Delivery/Indefinite Quantity Contract, under which time and materials and firm fixed priced task orders may be placed.

### H.2 STANDARDS OF CONDUCT AND RESTRICTIONS

The Contractor shall adhere to the same professional and ethical standards of conduct required of government personnel. The Contractor shall not:

- a) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- b) Conduct business, other than that which is covered by this contract, during periods paid by the government;
- c) Conduct business not directly related to this contract on government premises;
- d) Use computer systems and/or other government facilities for company or personal business; or
- e) Recruit on government premises or otherwise act to disrupt official government business.

### H.3 TRAVEL AND PER DIEM

Travel policies as set forth in the Travel Regulations referred to below are required of the Contractor and consultants hereunder. Where the Contractor has a more restrictive travel policy than the Federal Travel Regulations, the more restrictive requirements shall apply.

It is the responsibility of the Contractor to authorize only such per diem allowances as justified by the circumstances affecting the travel. Care should be exercised to prevent fixing per diem rates in excess of those required to meet the necessary authorized subsistence expenses. To this end, consideration should be given to factors which reduce the expenses of the employee such as: known arrangements at temporary duty locations where lodging and meals may be obtained without cost or at prices advantageous to the traveler; established cost experience in the localities where lodging and meals are required; situations where special rates for accommodations have been made available for a particular meeting or conference; the extent to which the traveler is familiar with establishments providing lodging and meals at a lower cost in certain localities, particularly, where repeated travel is involved; and the use of methods of travel where sleeping accommodations are provided as part of the transportation expenses.

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability dictates otherwise. All temporary duty and local area automobile travel shall be allowed as prescribed by the applicable Travel Regulations.

Copies of applicable Travel Regulations can be obtained as follows at a fee:

- a. Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, Stock No. 022-001-81003-7.
- b. Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 908-010-00000-1.
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in 1 and 2 above: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 744-008-00000-0.

#### **H.4 USE OF AND PAYMENT TO CONSULTANTS**

- (a) Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked (e.g., amount per day, per week, per month, etc.), or at a fixed price for performance of a specific task, or at nominal compensation in accordance with Contractor's policies. However, for the use and payment to consultant(s) prior written approval must be obtained from the Contracting Officer.
- (b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.
- (c) The contractor shall maintain a written report for the files on the results on all consultations charged to the contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amounts charged to the contract; (2) the names of the contractor's staff to which the services are provided; and (3) the results of the subject matter of the consultation.

#### **H.5 ACCOUNTING AND AUDITING SERVICES**

**Accounting:** The contractor may procure and utilize such accounting services as are required to establish and maintain an accounting system which reflect accurate, current and complete financial transactions and which meet the standards of the Comptroller General of the United States and the Department of Labor.

**Auditing:** The contractor shall audit or have audited subcontractor financial records as may be required to determine, at a minimum, the fiscal integrity of financial transactions and compliance with laws, regulations and administrative requirements. The U.S. Department of Labor shall be responsible for scheduling all audits of the prime contractor's books, documents, papers and records. The Department will use its own audit resources or shall use certified or public accountants under contract or auditors from another Federal agency.

Cost of Accounting Services and Audit of subcontractors as described herein are allowable cost under this contract. Costs for audits for which the U.S. Department of Labor is responsible are unallowable.

## **H.6 PRINTING**

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. The intent of this and other printing limitations is to eliminate duplication of final documents.

The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black). Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology. Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

## **H.7 LABOR CATEGORIES, DUTIES AND QUALIFICATIONS**

For the purpose of this contract, the labor categories, descriptions of the type of duties anticipated for each category and the associated qualifications for each category are as follows:

***Project Director:*** The Project Director category may be expected to provide overall management and coordination for task orders, ensuring that all aspects of the task order are carried out in a timely fashion in adherence to the principles and mission of DOL. The Project Director category may be the main contact for a task order and may work closely with DOL's National and Regional YouthBuild staff on all aspects of the task order.

Qualifications: Individuals who perform under the contract in the Project Director category must have a Bachelor's degree from an accredited institution of higher education and have five years experience in managing or evaluating projects of similar size and purpose. While it is not required that the proposed Project Director has experience in managing or evaluating youth development programs that are similar to the YouthBuild program and in improving organizational capacity to community based organizations similar to YouthBuild program operators, it is highly desirable. The proposed Project Director must also have experience in providing technical assistance to program operations, particularly at the senior management and executive level. The Project Director must be able to work cooperatively with officials at all levels of an organization, both government and private, be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing.

***Assistant Project Director:*** The Assistant Project Director category may work in collaboration with the Project Director and DOL staff to manage and coordinate all aspects of technical assistance required under a task order.

Qualifications: : Individuals who perform under the contract in the Assistant Project Director category must have a Bachelor's degree from an accredited institution of higher education and three years experience in managing or evaluating projects of similar size and purpose. While it is not required that individuals under the contract in the Assistant Project Director category have experience in managing or evaluating youth development programs that are similar to the YouthBuild program, it is highly desirable. Individuals who perform under the contract in the Assistant Project Director category shall also have experience in providing technical assistance to program operations. Individuals who perform under the contract in the Assistant Project Director category must be able to work cooperatively with officials at all levels of an organization, both government and private, be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing.

***Knowledge Manager:*** The Knowledge Manager category may be responsible for tasks required to successfully carry out task orders that are related to Work Area 4.

Qualifications: Individuals who perform under the contract in the Knowledge Manager category must have a Bachelor's degree in a related field from an accredited institution of higher education and five years experience in designing and implementing training programs similar in scope and complexity, i.e., size and subject matter. Individuals who perform under the contract in the Knowledge Manager category must be able to work cooperatively with officials at all levels of an organization, both government and private, be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing

**Electronic Resource Coordinator:** Individuals who perform under the contract in the Electronic Resource Coordinator category may be responsible for tasks required to successfully carry out task orders related to Work Area 3. Individuals who perform under the contract in the Electronic Resource Coordinator category may be required to manage and implement Webinars, a Web-based Community of Practice and a database to manage all grant information.

Qualifications: Individuals who perform under the contract in the Electronic Resource Coordinator category must have a Bachelor's degree in a related field from an accredited institution of higher education and at least two years experience in working with various social networking and electronic tools.

**Administrative:** Individuals who perform under the contract in the Administrative Support category may be required to handle filing, both electronic and physical, and provide administrative support related to the provision of technical assistance for YouthBuild grantees.

**Coaching Coordinator:** Individuals who perform under the contract in the Coaching Coordinator category may coordinate all aspects of the coaching support as outlined in Work Area 1 of the Statement of Work. Individuals who perform under the contract in the Coaching Coordinator category may manage the coaches that are assigned to deliver targeted technical assistance to individual YouthBuild programs. Individuals who perform under the contract in the Coaching Coordinator category may be responsible for the overall organization of the coaching structure and may be required to monitor visits, reports, calls, effectiveness of the coach and their grantees.

Qualifications: Individuals who perform under the contract in the Coaching Coordinator category must possess excellent management and communication skills and be extremely detail oriented. The person proposed for this position must have at least two years of experience with the management of independent consultants

**Logistics Coordinator:** Individuals who perform under the contract in the Logistics Coordinator category may be responsible for all tasks required to successfully accomplish Work Area 2. Individuals who perform under the contract in the Logistics Coordinator category may be responsible for all aspects of planning and logistical coordination of YouthBuild technical assistance conferences as defined in Work Area #2 of the Statement of Work.

Qualifications: Individuals who perform under the contract in the Logistics Coordinator category must have at least five years of experience in conference planning and demonstrated experience in negotiating favorable rates with hotels.

**Helpdesk Project Director:** Individuals who perform under the contract in the Helpdesk Project Director category may be responsible for coordinating help desk functions as outlined for Work Area 6 of the Statement of Work. Individuals who perform under the contract in the Help Desk Project Director category may be required to oversee the training and support of individual grantees in the use of the YouthBuild MIS system and advise DOL on additional system enhancements. Individuals who perform under the contract in the Help Desk Project Director category will work closely with the Department's National YouthBuild staff to develop effective practices for using MIS data to improve the YouthBuild program, provide on-going recommendations for enhancing and improving the YouthBuild MIS system, and testing of enhancements and troubleshooting programming errors.

Qualifications: Individuals who perform under the contract in the Help Desk Project Director category must have a Bachelor's degree from an accredited institution of higher education and at least three years experience in providing grantee training and 'helpdesk' support and managing projects of similar size and purpose. Individuals who perform under the contract in the Help Desk Project Director category should also have demonstrated experience in providing technical assistance to program staff.

**Help Desk Specialist:** Individuals who perform under the contract in the Help Desk Specialist category may be required to provide support to YouthBuild grantees on the use of the Web-based Case Management Information System.

Qualifications: Individuals who perform under the contract in the Help Desk Specialists category must have at least an Associates Degree or appropriate industry recognized credentials that clearly indicate knowledge of web-based information management systems and one year of experience in providing user technical support via telephone or e-mail in a similar application.

## H.8 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

## H.9 RIGHTS IN DATA – SPECIAL WORKS (52.227-17) (DEC 2007)

(a) *Definitions.* As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as



practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

#### **H.10 OMB CLEARANCE OF RECORD COLLECTIONS**

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

#### **H.11 DISCLOSURE OF CONFIDENTIAL INFORMATION – PERSONALLY IDENTIFIABLE INFORMATION/DATA COLLECTION FOR THE DEPARTMENT OF LABOR**

The Contractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, test reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the projects under subcontracts. The Contractor shall be responsible for informing any grantee that they have been requested to collect information for the Department of Labor. The collection of such data shall be the responsibility of the Contractor solely. The Contractor may request assistance from ETA grantees in locating the data. However, the actual data gathering must be done by the Contractor.

#### **H.12 FEDERAL REPORTS**

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

**H.13 ELIMINATION OF SEXIST LANGUAGE AND ART WORK**

All written materials issued by the Contractor or grantee shall conform to the following guidelines for eliminating sexist language and art work:

(a) Avoid the use of sex reference in job titles. Titles should conform to the Census Bureau's occupational classification system and the most recently published edition of the Dictionary of Occupational Titles.

-- Longshore workers instead of longshoremen.

(b) Avoid the use of male and female gender word forms.

-- Aviator to include men and women pilots, not aviatrix.

(c) Include both sexes by using terms that refer to people as a whole.

-- Human beings or people instead of mankind.

(d) Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Change sentences such as: The average American worker spends 20 years of his life in the workforce.

-- By rewording to eliminate unnecessary gender pronouns and adjectives. (The average American worker spends 20 years in the workforce.)

-- By recasting into the plural. (Most Americans spend 20 years of their lives in the workforce.)

-- By replacing the masculine or feminine pronoun or adjective with "one", "you", "he or she", "her or him", or "his or her". (An average American spends 20 years of his or her life in the workforce.)

(e) Refer to both men and women in such generic terms as economist, doctor, or lawyer. Identify sex through the use of pronouns.

-- The lawyer made her final summation.

(f) Avoid the use of stereotyped terms or expressions such as "man-sized" job.

-- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

(g) The use of art work in publications should conform to the following guidelines:

(i) Strive to use racially and sexually balanced designs.

- (ii) Depict both men and women in art work on general subject matters.
- (iii) Show men and women in a variety of roles in photographs, illustrations, and drawings.
- Show women and men as managers and skilled laborers.

#### **H.14 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING**

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using Department of Labor funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

#### **H.15 PUBLICATION OF MATERIALS**

The Contractor shall receive permission from the Contracting Officer prior to publishing any works performed under this contract. Further, the Contractor shall acknowledge the support of the Department of Labor whenever publicizing any work performed under this contract. To implement the foregoing, the Contractor shall include in any publication resulting from work performed under this contract, an acknowledgement substantially the same as follows:

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment and Training Administration under Contract Number \_\_\_\_\_ the contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government."

#### **H. 16 TECHNICAL DIRECTION (JAN 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:

- (1) Constitutes an assignment of additional work outside the Performance Work Statement;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COTR or issued verbally and confirmed in writing to the contractor within one business day.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer will:
- (1) Advise the Contractor that the work is outside the contract scope and not
  - (2) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
  - (3) Advise the Contractor within a reasonable time that the Government will issue a written change order
- 
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes Alternate I".

#### H.17 SEGREGATION OF COSTS

- a. Most task orders placed under this contract shall be on a firm fixed price basis. However, Time and Materials task orders may be placed. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the contractor is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The contractor shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each task order.

## **H.18 TASK ORDERS**

a. The contractor shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth task order Statements of Work (SOWs) within the terms specified and at the price(s) stated in the task order.

b. It is understood and agreed that the contract holder shall provided Firm Fixed Price or Time and Material proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories provided listed in Section B.2 of this contract. The CO will issue Firm Fixed Price or Time and Materials task orders upon completion of negotiations of contractor proposals.

c. Notwithstanding any other provision, the contractor shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of time and materials type orders. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

d. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

## **H.19 NONPERSONAL SERVICES**

a. In performance of this contract, the contractor will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the contractor as opposed to individual contractor employees.

b. The services required under the Agreement may include professional and management services within the definition provided by FAR, Part 37. Under this contract, the Government will obtain professional services, which are essential to the U.S.DEPARTMENT OF LABOR (DOL) mission but not otherwise available within U.S.DEPARTMENT OF LABOR (DOL).

c. The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by the contractor will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

## **H.20 PLACEMENT OF ORDERS**

This contract will be used only for placement of written task orders. This contract shall not be used for placement of verbal task orders. The period of performance for each task order will be provided in each issued task orders.

## **H.21 MINIMUM/MAXIMUM ORDER AMOUNT**

The Government guarantees a minimum order amount of \$2,500,000. The ceiling for this contract shall be \$50,000,000.

## **H.22 ORGANIZATIONAL CONFLICT OF INTEREST**

- a. It is the Department of Labor's policy to avoid situations in the procurement process where, by virtue of work or services performed for DOL, or as the result of data acquired from DOL or from industry, a particular company;
- b. Is given unfair competitive advantage over the companies in respect to future DOL business;
- c. Is placed in a position to affect Government actions under circumstances in which there is danger that the company's judgment may be biased; or
- d. Otherwise finds that a conflict exists between the performance of work or devices for Government in an impartial manner and the company's self-interest.

e. If the Contractor has reason to believe that a task assigned by the Contracting Officer or a task being performed by the Contractor violates this policy, the Contractor shall promptly notify the Contracting Officer and state the reasons why a conflict of interests exists, or may appear to exist. After receiving such notice the Contracting Officer shall promptly inform the Contractor whether it should begin, or continue, the assigned task.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE I	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997



52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222.41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL 2005
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT SUPPLIES	JUN 2003
52.225-5	TRADE AGREEMENTS	MAR 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	FEB 2007
52.232-17	INTEREST	OCT 2008
52.232-19	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25A	PROMPT PAYMENT	OCT 2008
	ALTERNATE I (FEB 2002)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	

52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2009
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCLUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

### **Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(4) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **I.3 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)**

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

### **I.4 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (MAR 2009)**

(a) Definitions. As used in this clause-

"Contract", as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter

contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

"First-tier subcontract" means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

"Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Total compensation" means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide-

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if-

(i) In the Contractor's preceding fiscal year, the Contractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if-

(A) In the subcontractor's preceding fiscal year, the subcontractor received-

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

#### **I.5 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.7 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--



(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(5) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

#### **I.7 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(c) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

#### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>	<b>DATE</b>	<b>NO. PAGES</b>
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**J.1 Past Performance Evaluation Questionnaire (2 pages)**

**J.2 Past Performance Reference Information Sheet (2 pages)**

**J.3 Vets-100 - Federal Contractor Veterans Employment Report, OMB 1293-0005 (2 pages)**

**J.4 YouthBuild Database – screen shots (5 pages)**

**Past Performance Questionnaire**

1. To what extent did the Contractor adhere to contract delivery schedules?  
Considerably surpassed minimum requirements  
Exceeded minimum requirements  
Met minimum requirements  
Less than minimum requirements  
COMMENTS:
2. To what extent were the Contractor's reports and documentation accurate and complete?  
Considerably surpassed minimum requirements  
Exceeded minimum requirements  
Met minimum requirements  
Less than minimum requirements  
COMMENTS:
3. To what extent was the Contractor able to solve contract performance problems without extensive guidance from customer's counterparts?  
Considerably successful  
Generally successful  
Little success  
No success  
COMMENTS:
4. To what extent did the Contractor display initiative in meeting requirements?  
Displayed considerable initiative  
Displayed some initiative  
Displayed little initiative  
Displayed no initiative  
COMMENTS:
5. Did Contractor commit adequate resources, in a timely fashion, to the contract to meet the requirements and to successfully solve problems?  
Provided abundant resources  
Provided sufficient resources  
Provided minimal resources  
Provided insufficient resources  
COMMENTS:

6. To what extent was the Contractor effective in interfacing with Government staff?  
Extremely effective  
Generally effective  
Generally ineffective  
Extremely ineffective

COMMENTS:

7. What was the overall performance of the Contractor?

Excellent

Good

Satisfactory

Unsatisfactory

COMMENTS:

### **Cost Management:**

1. To what extent did the contractor meet the proposed estimates?  
Less than estimated cost  
Comparatively equal to estimate  
Exceeded the costs  
Considerably surpassed estimate

COMMENTS:

2. To what extent were there cost overruns?

No cost overruns

Little cost overruns

Some cost overruns

Considerable cost overruns

COMMENTS:



**PAST PERFORMANCE REFERENCE INFORMATION SHEET**

1. Complete name of the firm being evaluated in this questionnaire. If the firm being evaluated is a subcontractor on a proposal team, please provide the name of the prime contractor who is submitting the proposal.
2. Complete name of government agency, commercial firm or other organization providing this reference.
3. Complete address
4. Contract number or other manner of referring to contract
5. Date work was begun
6. Date work was completed
7. Contract price
8. Final amount invoiced or amount invoiced to date
9. Technical point of contact (name, address, telephone no. and email address)  
Contracts point of contact (name, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)
11. Description of contract work

U.S. DEPARTMENT OF LABOR  
VETERANS' EMPLOYMENT AND TRAINING SERVICE  
VETS-100 REPORTING  
6101 STEVENSON AVE  
ALEXANDRIA, VA 22304

<b>TYPE OF REPORTING ORGANIZATION</b> (Check only one)	<b>TYPE OF FORM</b> (Check only one)
<input type="checkbox"/> Prime Contractor (P) <input type="checkbox"/> Subcontractor (S) <input type="checkbox"/> Both (B)	<input type="checkbox"/> Single Establishment (S) <input type="checkbox"/> Multiple Establishment-Headquarters (MHQ) <input type="checkbox"/> Multiple Establishment-Hiring Location (MHL) <input type="checkbox"/> Multiple Establishment-State Consolidated (specify number of locations) _____ (MSC)

COMPANY No:		TWELVE MONTH PERIOD ENDING											
				M	M	D	D	Y	Y	Y	Y		
NAME OF PARENT COMPANY:		ADDRESS (NUMBER AND STREET):											
CITY:		COUNTY:				STATE:			ZIP CODE:				

NAME OF HIRING LOCATION:		ADDRESS (NUMBER AND STREET):	
CITY:	COUNTY:	STATE:	ZIP CODE:

SIC:					DUNS:					—				—			EMPLOYER I.D. No. (IRS TAX No.)			—							
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REPORT ALL REGULAR FULL-TIME OR PART-TIME EMPLOYEES AND NEW HIRES WHO ARE VETERANS, AS DEFINED ON REVERSE SIDE. DATA ON NUMBER OF EMPLOYEES ARE TO BE ENTERED IN COLUMN L, M, AND N. DATA ON NEW HIRES ARE TO BE ENTERED IN COLUMNS O, P, Q, AND R. ENTRIES IN COLUMNS O THROUGH R, LINES 1 THROUGH 9; AND COLUMNS L, M, AND N, LINE 10 (AREAS SHADED DARK GRAY) ARE OPTIONAL. ENTRIES IN COLUMN N, LINES 1-9; COLUMN Q, LINE 10; AND THE MAXIMUM AND MINIMUM NUMBER OF EMPLOYEES (AREAS SHADED LIGHT GRAY) ARE OPTIONAL FOR 1999 ONLY AND WILL BE REQUIRED FOR THE 2000 REPORTING CYCLE. DETAILED INSTRUCTIONS ARE FOUND ON THE REVERSE SIDE OF THIS FORM.

JOB CATEGORIES		NUMBER OF EMPLOYEES			NEW HIRES (PREVIOUS 12 MONTHS)			
		SPECIAL DISABLED VETERANS (L)	VIETNAM ERA VETERANS (M)	OTHER ELIGIBLE VETERANS (N)	SPECIAL DISABLED VETERANS (O)	VIETNAM ERA VETERANS (P)	OTHER VETERANS (Q)	TOTAL NEW HIRES, BOTH VETERANS AND NON-VETERANS (R)
OFFICIALS AND MANAGERS	1							
PROFESSIONALS	2							
TECHNICIANS	3							
SALES WORKERS	4							
OFFICE AND CLERICAL	5							
CRAFT WORKERS (SKILLED)	6							
OPERATIVE (SEMI-SKILLED)	7							
LABORERS (UNSKILLED)	8							
SERVICE WORKERS	9							
TOTAL	10							

Maximum Number	Minimum Number
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<p>1. <u>NAME</u></p> <p>2. <u>DATE</u></p> <p>3. <u>TIME</u></p> <p>4. <u>LOCATION</u></p> <p>5. <u>WEATHER</u></p> <p>6. <u>WIND</u></p> <p>7. <u>SEA</u></p> <p>8. <u>WAVE</u></p> <p>9. <u>SWELL</u></p> <p>10. <u>SEA STATE</u></p> <p>11. <u>WAVE STATE</u></p> <p>12. <u>SWELL STATE</u></p> <p>13. <u>SEA STATE</u></p> <p>14. <u>WAVE STATE</u></p> <p>15. <u>SWELL STATE</u></p> <p>16. <u>SEA STATE</u></p> <p>17. <u>WAVE STATE</u></p> <p>18. <u>SWELL STATE</u></p> <p>19. <u>SEA STATE</u></p> <p>20. <u>WAVE STATE</u></p> <p>21. <u>SWELL STATE</u></p> <p>22. <u>SEA STATE</u></p> <p>23. <u>WAVE STATE</u></p> <p>24. <u>SWELL STATE</u></p> <p>25. <u>SEA STATE</u></p> <p>26. <u>WAVE STATE</u></p> <p>27. <u>SWELL STATE</u></p> <p>28. <u>SEA STATE</u></p> <p>29. <u>WAVE STATE</u></p> <p>30. <u>SWELL STATE</u></p> <p>31. <u>SEA STATE</u></p> <p>32. <u>WAVE STATE</u></p> <p>33. <u>SWELL STATE</u></p> <p>34. <u>SEA STATE</u></p> <p>35. <u>WAVE STATE</u></p> <p>36. <u>SWELL STATE</u></p> <p>37. 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# FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT (VETS-100)

## WHO MUST FILE

The Vets-100 Report is to be completed by all nonexempt federal contractors and subcontractors with contracts or subcontracts for the furnishing of supplies and services or the use of real or personal property for \$25,000 or more. Services include but are not limited to the following services: Utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. The existence of \$25,000 or more in federal contracts or subcontracts during a given calendar year establishes the requirement to file a VETS-100 Report during the following calendar year.

## WHEN TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

## LEGAL BASIS FOR REPORTING REQUIREMENTS

Title 38, United States Code, Section 4212(d) and PL 105-339, require that federal contractors report at least annually the numbers of: 1) special disabled veterans, 2) veterans of the Vietnam era, and 3) other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized who are in their workforce. Reporting is required by hiring location and includes both the number employed and the number of new hires, within the three categories listed above. The number of veterans employed within these categories is to be broken out by job category and maximum and minimum total employment is to be reported as well.

## HOW TO SUBMIT THE VETS-100 REPORTS

Single-establishment employers must file one completed form. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one form covering the principal or headquarters office; (B) a separate form for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate form for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100 Report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form.

## RECORD KEEPING

Employers must keep copies of the completed annual VETS-100 Report submitted to DOL for a period of two years.

## HOW TO PREPARE THE FORMS

Multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

Type of Reporting Organization Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check the "Both" box.

Type of Form If a reporting organization submits only one VETS-100 Report form for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

## COMPANY IDENTIFICATION INFORMATION

Company Number Do not change the Company Number that is printed on the form. If there are any questions regarding your Company Number, please e-mail the VETS-100 staff at [HELPDESK@VETS100.com](mailto:HELPDESK@VETS100.com) or call (703) 461-2460.

Twelve Month Period Ending Enter the end date for the twelve month reporting period used as the basis for filing the VETS-100 Report. To determine this period, select a date in the current year between July 1 and September 1 that represents the end of a payroll period. That payroll period will be the basis for reporting Number of Employees, as described below. Then the twelve month period preceding the end date of that payroll period will be your twelve month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100 Report.

Name and Address for Single Establishment Employers COMPLETE the identifying information under the Parent Company name and address section (omit if preprinted). LEAVE BLANK all of the identifying information for the Hiring Location.

Name and Address for Multi Establishment Employers For parent company headquarters location, COMPLETE the name and address for the parent company headquarters (omit if preprinted), LEAVE BLANK the name and address of the Hiring Location. For hiring locations of a parent company, COMPLETE the name and address for the Parent Company location, COMPLETE the name and address for the Hiring Location.

SIC Code, DUNS Number, and Employer ID Number Single Establishment and Multi Establishment Employers should COMPLETE the SIC Code, DUNS Number, and Employer ID Number as described below.

SIC Code Enter the four (4) digit SIC Code applicable to the hiring location for which the report is filed. If there is not a separate SIC Code for the hiring location, enter the SIC Code for the parent company.

Dun and Bradstreet I.D. Number (DUNS) If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS Number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

Employer I.D. Number (EIN) Enter the nine (9) digit numbers assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

## INFORMATION ON VETERANS

Number of Employees Select any payroll period ending between July 1 and September 1 of the current year. Provide all data for regular full-time and part-time employees who were special disabled veterans, Vietnam-era veterans, or other veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-250.2(b)(2). For 1999, employees must be counted by veteran status for each of the nine occupational categories (Lines 1-9) in Columns L and M. **The information in Column N, Lines 1-9 also will be required for the 2000 reporting cycle but this information is optional for 1999.** Blank spaces will be considered zeros.

New Hires Report the number of regular full-time and part-time employees by veteran status who were hired (both veterans and non-veterans) and who were included in the payroll for the first time during the 12-month period ending between July 1 and September 1 of the current year. For 1999, the totals in Columns O, P and R (Line 10) are required. **The information in Column Q, Line 10 also will be required for the 2000 reporting cycle but this information is optional for 1999.** Enter all applicable numbers, including zeros.

Maximum/Minimum Number of Employees Report the maximum and minimum number of regular employees on board during the period covered as indicated by PL 105-339. **This information will be required for the 2000 reporting cycle but it is optional for 1999.**

## DEFINITIONS:

Hiring location means an establishment as defined at 41 CFR 61 250.2(b).

Special Disabled Veteran means (A) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans' Affairs for a disability (I) rated at 30 percent or more, or (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 1506 of Title 38, U.S.C. to have a serious employment handicap or (B) a person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam-era means a person who: (A) served on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases; or (B) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases.

Other Veterans means veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. To identify the campaigns or expeditions that meet this criterion, contact the Office of Personnel Management (OPM) and ask for the OPM VETS Guide, Appendix B. A local OPM telephone number may be found in the telephone book under Federal Government or consult Directory Assistance for your area code for the nearest OPM location. For those with Internet access, the information required to make this determination is available at <http://www.opm.gov/veterans/html/vgmedal2.htm>.

J.4 YouthBuild Database – screen shots

File Edit Insert Records Window Help

Type a question for help

YOUTH BUILD

Version Date: 10/27/2009

Total # of YouthBuild Grants: 293

Total Award Amt of YouthBuild Grants: \$292,659,352

Total # of Active YouthBuild Grants: 292

Total Award Amt of Active YouthBuild Grants: \$281,626,141

Total # of ARRA Funded Grants: 75

Total Award Amt of ARRA Funded Grants: \$73,811,364

Grants

Events

Event Participants

Change User Password

Grantees/Organizations

People/Contacts

Grant Needs Assessment

Tasks/Interactions/Deadlines

Documents

Import Grantee/Contact Data

Import Contact/Event Registrant Data

Exit Database

Current User DB: Sum\_Arre (SQLBI:webcenter@ar.com/00/yob)

Database built by: Confiance

Reset DB Connection

Search/View by grant

NUM

Type a question for help

NUM

Page 3 of 5



Page 4 of 5

**DOL YouthBuild DB - [Event Listing]**

Type a question for help

File Edit Insert Records Window Help Favorites Go ~

Sort List By:

Event Start Date	Event End Date	Event Name	Event Location	Sort	List Fields To Display
1/13/2009	1/15/2009	2009 National DOL Youthbuild Learning Exchange #1	Hilton Garden Inn Austin Downtown	Nbr Registered	93
4/28/2009	4/30/2009	2009 National DOL Youthbuild Learning Exchange #2	The Western Buckhead		193
5/13/2009	5/14/2009	May 2009 Region VI Peer to Peer Seminar	Hilton Portland		20
7/28/2009	7/30/2009	2009 National DOL Youthbuild New Graduate Orientation	L'Enfant Plaza Hotel		0
9/1/2009	11/30/2009	November 2009 Region VI Peer to Peer Seminar	Fresno Quality Inn		0
9/15/2009	9/17/2009	2009 National DOL Fundamentals of Youthbuild Confer	The Worthington, A Renaissance Hotel		161
10/20/2009	10/20/2009	2009 National DOL Youthbuild Green Training for Trainee	South Seattle Community College		0
10/20/2009	10/20/2009	2009 National DOL Youthbuild Gang Summit	The Renaissance Hotel		72
10/21/2009	10/22/2009	2009 National DOL Youthbuild Learning Exchange #3 --	Renaissance Hotel		215
11/10/2009	11/10/2009	DOL Youthbuild Region VI Peer to Peer Seminar	Four Points Sheraton Fresno		34
11/19/2009	11/19/2009	DOL Youthbuild Region V Peer to Peer	Hyatt Regency Chicago		74

# Recs: 11 Find Refresh Refine/Save Search View Event(s) Add/Copy Event Print/Export Go to List Close

Displays summary list; double-click to view record; use Ctrl key to select more than one record

NUM



**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$7.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[ ](i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

[ ](ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

[ ](iii) 52.219-22, Small Disadvantaged Business Status.

[ ](A) Basic.

[ ](B) Alternate I.

☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

☐ (ix) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR 52.252-1 "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract under which time and materials and firm fixed price task orders may be placed.

**L.3 SERVICE OF PROTEST(52.233-2) (SEPT 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jillian Matz  
Contracting Officer

Hand-Carried Address:

U.S. Department of Labor, ETA/OGCM  
Division of Contract Services  
200 Constitution Avenue, NW  
Room N-4655  
Washington DC 20210

Mailing Address:

U.S. Department of Labor, ETA/OGCM  
Division of Contract Services  
200 Constitution Avenue, NW  
Room N-4655  
Washington DC 20210

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L4 INSTRUCTIONS TO THE OFFERORS

The offeror's proposal submitted in response to this RFP shall include two parts – Part I, Technical and Part II, Cost/Price.

The proposal shall include a transmittal letter. The transmittal letter shall identify the solicitation number. The transmittal letter shall include the name and DUNS number of the firm submitting the proposal, the firm's address, and a contact name, fax and phone number. The transmittal letter shall also identify any proposed subcontractors. The transmittal letter must contain a statement to the effect that the proposal is guaranteed for a period of at least one hundred and twenty (120) days from the date of proposal receipt by the Government.

<b>Part I: Technical</b>		<b>FORMAT</b>	<b>PAGE LIMIT</b>	<b># of COPIES</b>
Section A	Staff Experience and Qualifications	Written	5 pages	Original and three hard copies
Section B	Related Experience	Written	25 pages	Original and three hard copies
Section C	Past Performance	Written	No limitation	Shall be submitted in accordance with Attachment J.1

<b>Part II: Cost/Price</b>		<b>FORMAT</b>	<b>PAGE LIMIT</b>	<b># of COPIES</b>
	Cost / Price Proposal	Written	No Limit	Original and one hard copy

**Offerors are cautioned that they must not exceed the page limits cited above. Proposals submitted in excess of the prescribed page limits shall be considered non-responsive, and shall be removed from consideration.**

Written parts of the proposal shall be formatted as follows:

- a. Page Size: 8 ½ x 11" with at least 1" margins on all sides
- b. Font Size: 12 point or larger
- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers are **not included in the page count**
- e. Format: Two-column format is allowable

The Department of Labor takes seriously the intent of the Procurement Integrity and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification and, therefore, ineligible for contract award. Price and Cost information must not be included in Part I of the proposal.

## **PART I – TECHNICAL PROPOSAL**

### **SECTION A - STAFF EXPERIENCE AND QUALIFICATIONS**

1. The offeror shall describe its processes for recruiting, retaining, and providing highly skilled qualified personnel, both key and non-key.
2. The offeror shall describe how the coaches will be recruited and trained if the offeror is awarded a task order in response to Work Area 1: Coaching Support.

### **SECTION B – RELATED EXPERIENCE**

1. The offeror shall describe three conferences/meetings for which it provided logistical support that are similar in nature to the events listed in Work Area 2 of the Statement of Work. The offeror's description should include a detailed explanation of the equipment, staffing and managerial resources (positions and number of labor hours) required to satisfy the work. The offeror shall identify any subcontractors that were utilized, and provide explanation of how subcontractors were managed. The offeror should include a description of the challenges that were encountered and an explanation of how those challenges were met. In addition, each explanation should verify if the following requirements were required for the conference and if so, provide an explanation of how the offeror met the requirement.
  - Hotel or conference facility identification and arrangements;
  - All audio-visual arrangements;
  - On-line electronic registration;
  - Marketing and outreach;
  - Production of all related conference materials including signage, nametags, binders, etc.;
  - Design, layout, and coordinate production of printed materials;
  - Securing computer lab space
  - Scheduling, coordinating and identifying speakers
  - Developing agendas, content, and identifying content providers.

2. The offeror shall describe three prior work experiences related to Work Area 3: Electronic Support.
3. The offeror shall describe three prior work experiences related to Work Area 4: Content Development and Learning Communities.
4. The offeror shall describe prior work experience related to Work Area 5: MIS Helpdesk Support. Specifically the offeror shall describe prior work experience related to the following:
  - Delivery of technical assistance to grantees, to build staff knowledge in data management including providing grantee training and 'helpdesk' support.
  - Development of effective practices for using MIS data to improve programs
  - Ongoing recommendations for enhancing and improving the MIS systems.
  - Testing of enhancements and troubleshooting programming errors.

## SECTION C - PAST PERFORMANCE

Offerors shall submit past performance evaluations that are in reference to work that was similar to the scope (nature and size) of this RFP's statement of work. References must be in relation to work that was at least six months in duration and was performed within the last three years.

Past performance evaluations shall be submitted by sending the Past Performance Questionnaire (Attachment J.2) to references that the offeror had a contract with. The offeror shall instruct the reference to complete the questionnaire and forward it to the address identified on the cover letter of this RFQ as the place for proposal submission. The cover page of the Past Performance Questionnaires must specify the offeror for which the questionnaire is being submitted. Evaluations may also be submitted via email to [daniels.marsha@dol.gov](mailto:daniels.marsha@dol.gov).

**Please note: Questionnaires must be received by the government by the closing date of this RFP.**

Offerors, via references, shall submit up to five evaluations. If a subcontractor(s) is proposed, three of the five references shall be for the prime contractor and the remaining two shall be for the subcontractor(s).

Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance. References other than those identified by the Offeror may be contacted by the Government. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

## PART II – COST/PRICE

Offerors shall submit their labor rate schedule in a similar format as provided in Section B of this RFQ.

Along with their cost/price schedule, offerors are to submit their business size, Tax identification number, and DUNs.



The RFQ does not commit the Government to pay any costs incurred in the submission of your proposals or to contract for the articles or services. It is also brought to your attention that the Contracting Officer is the only individual who can commit the Government to the expenditures of public funds in connection with this procurement.

#### **L.5 PROPOSAL SUBMISSION DEADLINE**

Your proposal must be received by the Division of Contract Services (DCS) **NOT LATER THAN March 5, 2010, by 2:00 PM, E.S.T. Zone.** The address for receipt of proposals is as follows:

U.S. Department of Labor  
Employment and Training Administration  
Division of Contract Services  
Attn: Marsha Daniels (DOL101RP20228)  
200 Constitution Ave, NW  
Room N-4655  
Washington, DC 20210

#### **L.6 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS**

- a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Department of Labor office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Department of Labor office on the date that offers are due.
- b) Any offer, modification, or withdrawal received at the Department of Labor office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and:
  - (i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Department of Labor infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
  - (ii) there is acceptable evidence to establish that it was received at the Department of Labor installation designated for receipt of offers and was under the Department of Labors control prior to the time set for receipt of offers.
- c) Acceptable evidence to establish the time of receipt at the Department of Labor installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOL personnel.

- d) If an emergency or unanticipated event interrupts normal DOL processes so that offers cannot be received at the Department of Labor office designated for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOL processes resume.
- e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an Offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

#### **L.7 REQUESTS FOR CLARIFICATION**

Requests for Clarifications (RFC) are to be submitted electronically to Marsha Daniels at [daniels.marsha@dol.gov](mailto:daniels.marsha@dol.gov), by 4:00p.m, February 5, 2010. Only electronic submissions of requests will be accepted. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that a late RFC raises an issue of significant importance, the government will respond. All responses will be provided electronically.

#### **L.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR 52.252-1 "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

**M.2 METHOD OF AWARD**

It is the intention of the Government to issue an Indefinite Delivery/Indefinite Quantity Contract, under which firm fixed price and time and materials task orders may be placed.

**M.3 EVALUATION CRITERIA**

The factors are presented in the order of emphasis that they will receive (i.e., Section A has the greatest weight, Section B the second greatest weight, etc.). Price is not a weighted factor, but will be considered in the best value analysis.

Please be advised that offerors will be evaluated under these factors based on the following:

**SECTION A. STAFF EXPERIENCE AND QUALIFICATIONS**

1. The offeror will be evaluated on its demonstrated ability to recruit, retain, and provide highly skilled qualified personnel.
2. In addition, the offeror will be evaluated on the quality and sufficiency of its process for recruiting and training coaches, in relation to Work Area 1: Coaching Support.

**SECTION B. RELATED EXPERIENCE**

1. The offeror will be evaluated on the relevance, depth and quality of its prior experience in providing logistics in relation to Work Area 2: Logistical Support.
2. The offeror will be evaluated on the relevance, depth and quality of its prior experience related to Work Area 3: Electronic Support.
3. The offeror will be evaluated on the relevance, depth and quality of its prior experience related to Work Area 4: Content Development and Learning Communities.

4. The offeror will be evaluated on the relevance, depth and quality of its prior experience related to Work Area 5: MIS Helpdesk Support.

### **SECTION C. PAST PERFORMANCE**

Past performance will be evaluated to determine the quality of the offeror's past performance in accordance with Section L.4 above. The past performance evaluations must be submitted to DOL by the closing date and time of this RFQ.

### **SECTION D. COST/PRICE**

A price analysis of the offeror's labor rates will be performed as part of the proposal evaluation process.

#### **M.4 BASIS FOR AWARD (BEST VALUE)**

The Government intends to evaluate proposals based on the evaluation criteria listed above and make award without discussions to the offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

The contract award will be based on the combined evaluations of Staff Experience and Qualifications, Related Experience, Past Performance, and Cost/Price. The contract resulting from this competition will be awarded to the responsible Offeror whose offer, conforming to the requirements, is determined to provide the "best value" to the Government, which may not necessarily be the proposals offering the lowest price nor receiving the highest technical score.

Although non-price factors are significantly more important than price, price is an important factor and should be considered when preparing responsive offers (proposals).

When offerors are considered essentially equal in terms of technical, past performance and other non-price factors (if any), or when price is so significantly high as to diminish the value of the technical superiority to the Government, price may become the determining factor for contract award. In summary, price/non-price trade offs will be made, and the extent to which one may be sacrificed for the other if governed only by the tests of rationality and consistency with the established factors.